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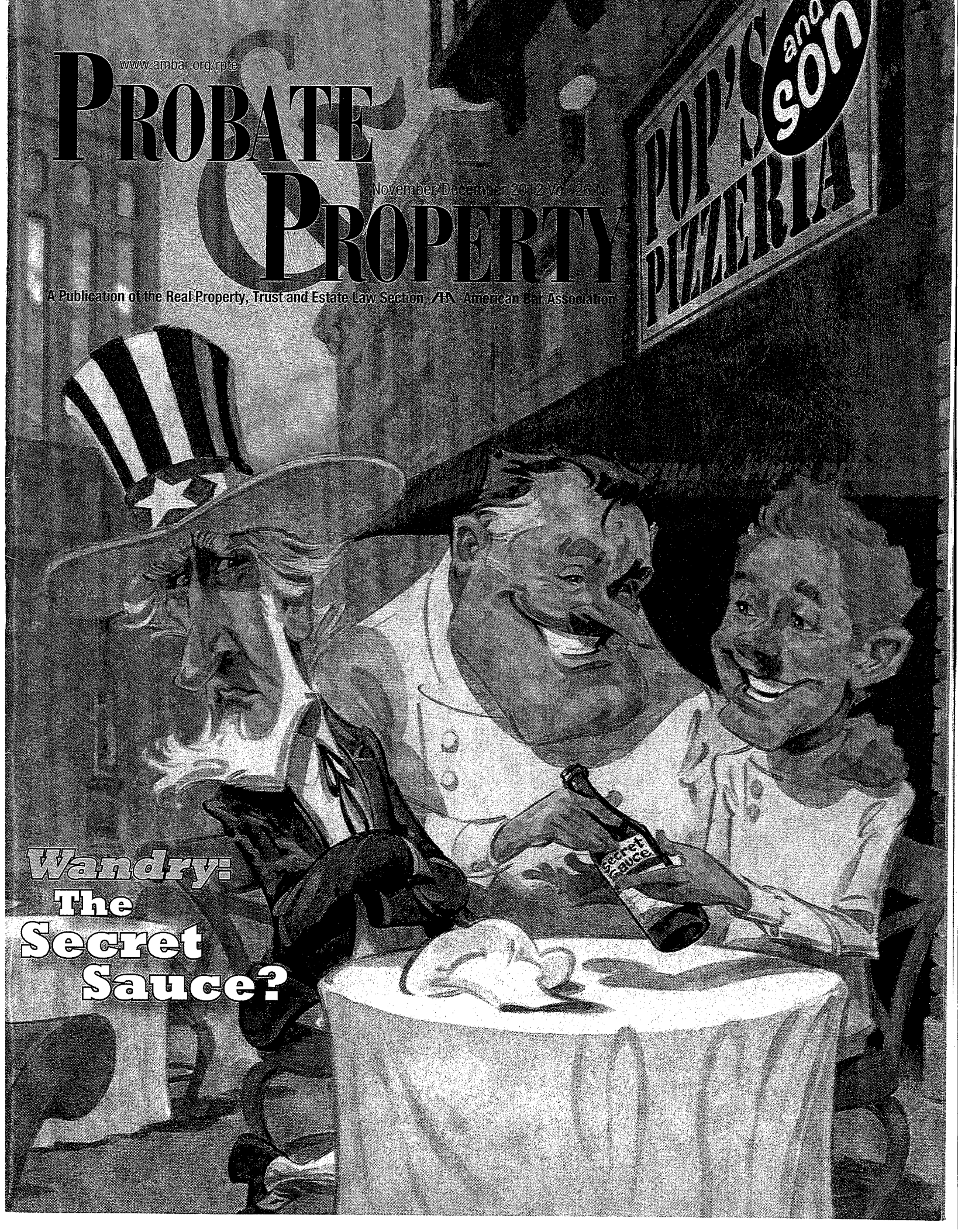
PROBATE PROPERTY

November/December 2012 Vol. 26 No. 6

A Publication of the Real Property, Trust and Estate Law Section /ABA American Bar Association

POP'S and son
PIZZERIA

**Wandry:
The
Secret
Sauce?**



Practical Punctuation (Part 1): End That Sentence, Please!

Punctuation can be ornamental, artistic, and entertaining. Really, it's true for artists (and columnists), but it's not generally true for lawyers. We lawyers must use practical punctuation—punctuation that joins and separates our words so that they have the meanings we intend.

In documents, periods and commas are our nails and screws—the basic building materials that both keep concepts together and separate them from other thoughts. In all types of writing, but particularly in documents, we should keep most of our concepts in simple compartments separated by periods and commas so that readers understand them easily and connect them properly.

Defining what constitutes a sentence is hard, but knowing what punctuation to use at the end of one is easy. In most cases, a period—also called a full stop—is placed at the end of a sentence. And yes, end those sentences, please! William Faulkner-type two-page sentences may be great literature, but you don't want to try to explain a two-page sentence to a client or a judge.

In many cases, a sentence can contain a list of parallel provisions that extend its length. For example, a lease usually contains the overall statement that "tenant will perform all maintenance, repairs, and replacements necessary to keep the premises in good condition and repair," followed by an "including but not limited to" specifics clause such as "maintaining, repairing, and replacing

the mechanical systems" and "cutting the grass." See Bryan A. Garner, *A Dictionary of Modern Legal Usage* (2d ed. 1995), at 532 (on the use of "but not limited to").

Few things are as awkward, however, as a list composed of a series of paragraphs separated by semicolons that has individual sentences ending in periods within the semicolon-separated paragraphs. For heaven's sake, legitimate those sentences and paragraphs! Put periods, not semicolons, at the end of these independent parallel clauses and permit them to stand on their own. A list can indeed properly consist of sentences and paragraphs, even if it is introduced by a general statement that ends with a colon. See Bryan A. Garner, *Garner's Modern American Usage*, at 675 (3d ed. 2009). In this way, the drafter can state that the tenant is required to maintain "the following insurance:" and follow this statement with the individual paragraphs that describe each policy, the required additional insureds or loss payees, and the other required endorsements. Numbering and indentation will assist the reader to understand that the paragraphs do form a connected list and that the concepts are parallel. Not only will this structure improve the clarity of the original group of concepts, but it also will make it easier for the drafter to insert additional provisions within paragraphs of the list as negotiations progress.

In forms of writing other than document drafting, a question mark ends a sentence that expresses a question. Those who draft documents, however, intend to answer questions, not raise them, so question marks are not useful or appropriate. Of course, in letters to clients, questions are

necessary, and question marks must end those sentences.

Exclamation marks should never be used in a document. Leases, sales, and other legal documents express intent, not emotions. A landlord client may feel emphatic about its indemnity rights, but a lawyer should not write, "Tenant will indemnify Landlord from all liability in connection with the property!" Not only would this be tacky (as we say in the South, though I suppose folks in New York City say something sophisticated like "déclassé"), but it would incorrectly indicate that this one sentence is intended to have more effect than the other provisions of the document. Exclamation marks are appropriate only in informal legal communications (and in articles like this one), though I have observed that most men and many women are more likely to use an emoticon than an exclamation point, even in an e-mail. And trendy uses of quotations and exclamations, such as "You can't really expect a court to believe that zombies ate your rent?!!!" not only are confusing but also will cause your client to view you as a blogger, not an advisor. For a discussion of the mixed use of question marks and quotation marks, see Ben Yagoda, *The Point of Exclamation*, N.Y. Times, August 6, 2012, available at <http://opinionator.blogs.nytimes.com/2012/08/06/the-point-of-exclamation> (last viewed Sept. 28, 2012).

So, keep your sentences short and, in documents, end them with periods. From time to time, "Last Word" columns will deal with other aspects of punctuation and clear ways of structuring our written thoughts (hence the reference to Part 1). ■

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